

**STATE OF MINNESOTA  
BOARD OF ARCHITECTURE, ENGINEERING,  
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE  
AND INTERIOR DESIGN**

**In the Matter of  
Cory Bandelin, Unlicensed**

**SETTLEMENT AGREEMENT  
AND  
CEASE AND DESIST ORDER**

**Board File No. 2012-0052**

TO: Cory Bandelin  
Perkins+Will  
84 10<sup>th</sup> Street South Suite 200  
Minneapolis, Minnesota 55403

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes section 214.10 (2010) and Minnesota Statutes section 326.111 (2010) to review complaints concerning the unauthorized practice of architecture, professional engineering, land surveying, landscape architecture, geoscience and interior design, and to take action pursuant to those statutes whenever appropriate.

The Board received a complaint concerning Cory Bandelin ("Respondent"). The Board's Complaint Committee ("Committee") reviewed the information. The parties have agreed that the matter may now be resolved by this Settlement Agreement and Cease and Desist Order.

**SETTLEMENT AGREEMENT**

IT IS HEREBY AGREED by and between Respondent and the Committee as follows:

1. Jurisdiction. Pursuant to Minnesota Statutes section 326.111, subdivision

3 (2010), the Board is authorized to issue an order requiring an unlicensed person to cease and desist from holding himself out as an architect and practicing architecture in the State of Minnesota within the meaning of Minnesota Statutes section 326.02, subdivision 1 and 2 (2010). Respondent is subject to the jurisdiction of the Board with respect to the matters referred to in this Settlement Agreement and Cease and Desist Order.

2. Facts. This Settlement Agreement is based upon the following facts:

- a. Respondent was first licensed as an Architect in the State of Minnesota on October 16, 1989.
- b. On July 1, 2002, Respondent's Minnesota Architect license expired. As of the date of this order, Respondent has not reinstated his Minnesota Architect license.
- c. Since the expiration of the Respondent's Minnesota Architect license, in connection with his name, Respondent used the title of "AIA" on his business cards for Rozeboom Miller Architects, Inc. and Perkins+Will up until 2007.
- d. According to the AIA website, to be eligible to be an Architect Member of The American Institute of Architects (AIA), individuals must be licensed as an architect by a United States licensing authority.
- e. On the website LinkedIn, Respondent used the title of "Project Architect" in his current position at Perkins+Will.
- f. In a letter dated May 1, 2012, Respondent acknowledged that he

used the title of "Project Architect" on LinkedIn and has since changed it to "Project Administrator."

3. Violations. Respondent admits that the facts specified above constitute violations of Minnesota Statutes section 326.02, subdivisions 1 and 2 (2010) and are sufficient grounds for the action specified below. Specifically, it is alleged that after his architect license expired, Respondent held himself out to the public and used or advertised certain titles in connection with his name and business activities, tending to convey the impression that he was licensed as an architect, as follows: (1) when he used the title of AIA (American Institute of Architects member) on his business cards for his Minneapolis employer; (2) when he used the title of "Project Architect" on "LinkedIn" describing his employment through 2007; and (3) when he used the title of "Architect" on "LinkedIn" in describing his experience at a former Minneapolis employer from 2001-2007 although his architect license expired in 2002.

4. Enforcement Action. Respondent and the Committee agree that the Board may issue an Order in accordance with the following terms:

a. Cease and Desist Order. Respondent shall cease and desist from holding himself out as an architect and/or practicing architecture in Minnesota until such time as he becomes licensed as an architect in the State of Minnesota.

5. Judicial Relief. If the Respondent violates paragraph 4 above, a district court of this state may, upon application of the Committee, enter an Order enjoining Respondent from such unauthorized practices, and granting the Board its costs, reasonable attorney fees, and other appropriate relief.

6. Waiver of Respondent's Rights. For the purpose of this Settlement

Agreement, Respondent waives all procedures and proceedings before the Board to which Respondent may be entitled under the Minnesota and United States constitutions, statutes, or the rules of the Board, including the right to dispute the allegations against Respondent and to dispute the appropriateness of discipline in a contested case proceeding pursuant to Minnesota Statutes Chapter 14 (2010). Respondent agrees that upon the application of the Committee without notice to or an appearance by Respondent, the Board may issue an Order requiring the action specified in paragraph 4 herein. Respondent waives the right to any judicial review of this Settlement Agreement and Cease and Desist Order or the attached Board Order by appeal, writ or certiorari, or otherwise.

7. Board Rejection of Settlement Agreement and Cease and Desist Order. In the event the Board in its discretion does not approve this Settlement Agreement and Cease and Desist Order, this Settlement Agreement shall be null and void and shall not be used for any purpose by either party hereto. If this Settlement Agreement is not approved and a contested case proceeding is initiated pursuant to Minnesota Statutes Chapter 14 (2010), Respondent agrees not to object to the Board's initiation of the proceeding and hearing the case on the basis that the Board has become disqualified due to its review and consideration of this Settlement Agreement and the record.

8. Record. The Settlement Agreement, related investigative reports and other documents shall constitute the entire record of the proceedings herein upon which the Order is based. The investigative reports, other documents, or summaries thereof may be filed with the Board with this Settlement Agreement.

9. Data Classification. Under the Minnesota Government Data Practices Act,

this Settlement Agreement and Cease and Desist Order is classified as public data upon its issuance by the Board, Minnesota Statutes section 13.41, subdivision 5 (2010). All documents in the record shall maintain the data classification to which they are entitled under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (2010). They shall not, to the extent they are not already public documents, become public merely because they are referenced herein. A summary of this Settlement Agreement and Cease and Desist Order will appear in the Board's newsletter. A summary will also be sent to the national discipline data bank pertaining to the practice of architecture.

10. Unrelated Violations. This settlement shall not in any way or manner limit or affect the authority of the Board to proceed against Respondent by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or admission of Respondent justifying disciplinary action which occurred before or after the date of this Settlement Agreement and which is not directly related to the specific facts and circumstances set forth herein.

11. Entire Agreement. Respondent has read, understood, and agrees to this Settlement Agreement and Cease and Desist Order and is freely and voluntarily signing it. The Settlement Agreement and Cease and Desist Order contains the entire agreement between the parties. Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.

12. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent knowingly waived legal representation.

13. Service. If approved by the Board, a copy of this Settlement Agreement

and Cease and Desist Order shall be served personally or by first class mail on Respondent. The Settlement Agreement shall be effective and deemed issued when it is signed by the Chair of the Board.


RESPONDENT



Cory Bandelin

Dated: 11/21, 2012

COMPLAINT COMMITTEE

BY: 

Bruce Johnson, PG  
Complaint Committee Chair

Dated: 12/6, 2012

## ORDER

Upon consideration of the foregoing Settlement Agreement and based upon all the files, records and proceedings herein, all terms of the Settlement Agreement are approved and hereby issued as an Order of this Board on this the 7 day of December 2012.

MINNESOTA BOARD OF  
ARCHITECTURE, ENGINEERING,  
LAND SURVEYING, LANDSCAPE  
ARCHITECTURE, GEOSCIENCE AND  
INTERIOR DESIGN

By: \_\_\_\_\_

  
Lisa Hanni, LS  
Board Chair

AFFIDAVIT OF SERVICE BY MAIL

RE: In the Matter of Cory Bandelin, Unlicensed

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

Lynette DuFresne, being first duly sworn, deposes and says:

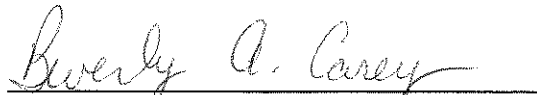
That at the City of St. Paul, County of Ramsey and State of Minnesota, on this the 10<sup>th</sup> day of December, 2012, she served the attached **Settlement Agreement and Cease and Desist Order**, by depositing in the United States mail at said city and state, a true and correct copy thereof, properly enveloped, with first class and certified postage prepaid, and addressed to:

Mr. Cory Bandelin  
Perkins+Will  
84 10<sup>th</sup> Street South Suite 200  
Minneapolis, Minnesota 55403

CERTIFIED MAIL  
Return Receipt Requested  
7010 0780 0001 5886 4054

  
\_\_\_\_\_  
Lynette DuFresne

Subscribed and sworn to before me on  
this the 10<sup>th</sup> day of December, 2012.

  
\_\_\_\_\_  
(Notary Public)

